

POLICY MANUAL

Adopted June 26, 2023
During a Duly Called Meeting of the Board of Directors by Majority Vote

This Policy Manual supersedes the Northcliffe Homeowners Association, Inc. Policy Manual dated February 5, 2013 recorded as Bell County Public Records Document Number 2013005201, Book 8448, Page 552

Northcliffe Homeowners Association, Inc.
Accent Real Estate Services, Manager
2400 South 57th Street
Temple, Texas 76504

NORTHCLIFFE HOMEOWNERS ASSOCIATION, INC.

POLICY MANUAL

Northcliffe is a community (The "Community") created by and subject to the Declaration of Covenants, Conditions, and Restrictions for Northcliffe, a Subdivision in Bell County, Texas recorded: Book 2200 Page 7 (Phase I), Book 2196 Page 477 (Phase II), Book 2459 Page 313 (Phase III), Book 3343 Page 462 (Phase IV), Book 2941 Page 587 (Phase V), Book 3126 Page 653 (Phase VI), Book 4621 Page 166 (Phase VII), Book 6214 Page 417 (Phase VIII), Book 7802 Page 285 (Phase IX/X), Official Public Records of Bell County, Texas and any amendments or supplements thereto ("Declaration").

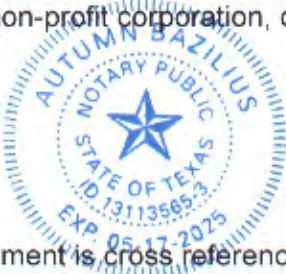
The Declaration vests in Northcliffe Homeowners Association, Inc., (the "Association"), a Texas non-profit corporation, the operation and administration of the terms and provisions of the Declaration for the Community. Unless the Declaration or applicable law expressly provides otherwise, the Association acts through a majority of its Board of Directors (the "Board"). The Association is empowered to enforce the covenants, conditions, and restrictions of the Declaration, the Bylaws, and any rules and regulations (policies) of the Association (collectively, the "Restrictions")

I certify that I am duly elected, qualified, and acting as the President of the Northcliffe Homeowners Association, Inc., a Texas non-profit corporation (the Association) and this is a true and correct copy of the current Northcliffe Homeowners Association, Inc. POLICY MANUAL that was adopted by the Board of Directors of the Association.

Cas Salys 6/26/23
Cas Salys, President Date

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 24 day of June, 2023 by Cas Salys, President of the Northcliffe Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

[SEAL]



Autumn Bazilius
Notary Public Signature

This document is cross referenced to the "Declaration" delineated above.

In the event of any conflicts between the terms and provisions of the Restrictions (set out above) or any policies adopted by the Board prior to the effective date of this instrument, the terms and provisions of this instrument shall control.

NORTHCLIFFE HOMEOWNERS ASSOCIATION, INC.
POLICY MANUAL

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ARTICLE 1

NORTHCLIFFE HOMEOWNERS ASSOCIATION, INC. STATUTORY NOTICE OF POSTING AND RECORDATION OF ASSOCIATION GOVERNING DOCUMENTS

The Board hereby acknowledges and adheres to this Statutory Notice of Posting and Recordation of Association Governing Documents.

Terms used in this notice but not defined shall have the meaning subscribed to such term in the Declaration.

A. DEFINITION OF DEDICATORY INSTRUMENTS

As set forth in Texas Property Code Section 202.001, "dedicatory instrument" means each document governing the establishment, maintenance or operation of a residential subdivision, planned unit development, condominium or townhouse regime, or any similar planned development. The term includes the declaration or similar instrument subjecting real property to:

1. Restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners' association,
2. Properly adopted rules and regulations of the property owners' association.
3. All lawful amendments to the covenants, bylaws, instruments, rules, or regulations.

B. RECORDATION OF ALL GOVERNING DOCUMENTS

Any dedicatory instrument comprising one of the governing documents of the association has no effect until the instrument is filed in the real property records of each county in which the property to which the dedicatory instruments relate is located, as set forth in Texas Property Code Section 202.006.

Northcliffe Homeowners Association, Inc. has filed all of the pertinent governing documents in official public records of Bell County. The Declaration of Covenants, Conditions, and Restrictions for the Northcliffe community are filed as reflected above in the Official Public Records of Bell County. This Policy Manual of association rules and regulations (policies) is filed separately with the Official Public Records of Bell County.

C. ONLINE POSTING OF GOVERNING DOCUMENTS

In accordance with Texas Property Code Section 2007.006, the Northcliffe Homeowners Association, through the Association's management company, has made the current version of the Association's dedicatory instruments relating to the Association and filed in the Bell County deed records available on an Internet website available to Association members.

ARTICLE 2

NORTHCLIFFE HOMEOWNERS ASSOCIATION, INC. STATUTORY NOTICE OF ANNUAL MEETING, ELECTIONS, AND VOTING POLICY

The Board hereby acknowledges and adheres to this Statutory Notice of Annual Meeting, Elections, and Voting Policy.

Terms used in this notice but not defined shall have the meaning subscribed to such term in the Declaration.

A. ANNUAL MEETING

1. As set forth in Section 209.014 of the Texas Property Code, the Association shall call an annual meeting of the Members of the Association. Section 209.014 details the process that may be followed by the Members of the Association if an annual meeting is not held.
2. The regular annual meeting of the Members of the Association shall be held during the first quarter of the calendar year at a date, time, and place determined by the Board.
3. Notices of the annual meeting shall following the notification requirements for any regular or special Board meeting.

B. ELECTIONS

1. As set forth in Section 209.014 of the Texas Property Code, for an election or vote taken at a meeting of the Owners, not later than the 10th day or earlier than the 60th day before the date of the election or vote, the Association shall give written notice of the election or vote to each Member of the Association.
2. Election of Board Member: A new Board member replacing any Board member whose three year term has expired must be elected by the Members (Owners) of the Association. A new Board member may be appointed by the Board only to fill a vacancy caused by a resignation, death, or disability. A Board member appointed to fill a vacant position shall serve the unexpired term of the predecessor Board member.
3. Eligibility for Board Membership: By policy, any Member (Owner) of the Association may be nominated to run for a position on the Board. As set forth in Section 209.00591 of the Texas Property Code, the Association shall not restrict an Owner's right to run for a position on the Board with the following two exceptions:
 - a. A person may not serve on the Board of the Association if the person cohabits at the same primary residence with another Board member of the Association.
 - b. If the Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board member was convicted of a felony or crime involving moral turpitude not more than

20 years before the date the Board is presented with the evidence, the Board member is immediately ineligible to serve on the Board of the Association, automatically considered removed from the Board, and prohibited from future service on the Board.

C. VOTING

1. **Right to Vote:** As set forth in Section 209.0059 of the Texas Property Code, all Members of the Association shall have the right to vote.
2. **Voting:** As set forth in Section 209.00592 of the Texas Property Code, the voting rights of an Owner (Member) may be cast or given:
 - a. In person or by proxy at a meeting of the Association;
 - b. By absentee ballot;
 - c. By electronic ballot; or
 - d. By any method of representative or delegated voting provided by a dedicatory instrument.

NOTE: An Owner shall be allowed to vote by absentee ballot or proxy.

3. **Absentee Ballots (Written/Electronic):**
 - a. An absentee ballot may be submitted in writing to the Association's managing agent or via an electronic ballot (if made available).
 - b. An "electronic ballot" means a ballot:
 - i. Given by e-mail, facsimile, or posting on an Internet website (If an electronic ballot is posted on an Internet website, a notice of the posting shall be sent to each owner that contains instructions on obtaining access to the posting on the website.);
 - ii. For which the identity of the property owner submitting the ballot can be confirmed; and
 - iii. For which the Owner may receive a receipt of the electronic transmission and receipt of the Owner's ballot.
 - c. Whether presented in written form or via electronic means, an absentee ballot:
 - i. May be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot;
 - ii. May not be counted, even if properly delivered, if the Owner attends any meeting to vote in person, so that any vote cast at a meeting by an Owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and

- iii. May not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot. A nomination taken from the floor in a Board member election is not considered an amendment to the proposal for the election.

d. A solicitation for votes by absentee/electronic ballot must include:

- i. An absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action;
- ii. Instructions for delivery of the completed absentee ballot, including the delivery location; and
- iii. The following language: *"By casting your vote via absentee/electronic ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee/electronic ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."*

4. Tabulation of and Access to Ballots:

- a. A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity, may not tabulate or otherwise be given access to the ballots cast in that election.
- b. A person who tabulates votes or who performs a recount may not disclose to any other person how an individual voted.
- c. Only a person who tabulates votes or who performs a recount may be given access to the ballots cast in the election or vote.
- d. The foregoing may not be construed to affect a person's obligation to comply with a court order for the release of ballots or other voting records.

5. Recount of Votes: As set forth in Section 209.0057, any Owner may, not later than the 15th day after the later of the date of any meeting of Owners at which the election or vote was held or the date of the announcement of the results of the election or vote, require a recount of the votes.

- a. A demand for a recount must be submitted in writing either:
 - i. By certified mail to the Association's mailing address as reflected on the latest management certificate filed in the Bell County Official Public Records; or

- ii. In person to the Association's managing agent as reflected on the latest management certificate filed in the Bell County Official Public Records or to the address to which absentee and proxy ballots are mailed.
- b. The Association must estimate the costs for performance of the recount by a person qualified to tabulate votes and must send an invoice for the estimated costs to the requesting Owner at the Owner's last known address according to Association records not later than the 20th day after the date the Association receives the Owner's demand for the recount.
 - i. The Owner demanding a recount must pay the invoice in full to the Association on or before the 30th day after the date the invoice is sent to the Owner.
 - ii. If the invoice is not paid by the deadline, the Owner's demand for a recount is considered withdrawn and a recount is not required.
 - iii. If the estimated costs are lesser or greater than the actual costs, the Association must send a final invoice to the Owner on or before the 30th business day after the date the results of the recount are provided. If the final invoice includes additional amounts owed by the Owner, any additional amounts not paid to the Association before the 30th business day after the date the invoice is sent to the Owner may be added to the Owner's account as an assessment. If the estimated costs exceed the final invoice amount, the Owner is entitled to a refund. The refund shall be paid to the Owner at the time the final invoice is sent.
- c. Following receipt of payment, the Association shall, at the expense of the Owner requesting the recount, retain for the purpose of performing the recount the services of a person qualified to tabulate votes. The association shall enter into a contract for the services of a person who:
 - i. Is not a member of the Association or related to a member of the Association Board within the third degree by consanguinity or affinity, and
 - ii. Is a current or former: county judge, county elections administrator, justice of the peace, county voter registrar, or
 - iii. A person agreed on by the association and each person requesting the recount.
- d. On or before the 30th day after the date of receipt of payment for a recount, the recount must be completed and the Association must provide each Owner who requested the recount with notice of the results of the recount. If the recount changes the results of the election, the association shall reimburse the requesting Owner for the cost of the recount not later than the 30th day after the date the results of the recount are provided.
- e. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

ARTICLE 3

NORTHCLIFFE HOMEOWNERS ASSOCIATION, INC. STATUTORY NOTICE OF CONDUCT OF BOARD MEETING POLICY

The Board hereby acknowledges and adheres to this Statutory Notice of Conduct of Board Meeting Policy.

Terms used in this notice but not defined shall have the meaning subscribed to such term in the Declaration.

A. DEFINITION OF BOARD MEETINGS

As set forth in Section 209.0051 of the Texas Property Code, "board meeting":

1. Means a deliberation between a quorum of the voting Board of the property owners' association, or between a quorum of the voting board and another person, during which property owners' association business is considered and the board takes formal action; and
2. Does not include the gathering of a quorum of the Board at a social function unrelated to the business of the association or the attendance by a quorum of the board at a regional, state, or national convention, ceremonial event, or press conference, if formal action is not taken and any discussion of association business is incidental to the social function, convention, ceremonial event, or press conference.

B. OPEN BOARD MEETINGS

1. Regular and special Board meetings must be open to Owners, subject to the right of the board to adjourn a Board meeting and reconvene in closed executive session to consider actions involving:
 - a. Personnel
 - b. Pending or threatened litigation
 - c. Contract negotiations
 - d. Enforcement actions
 - e. Confidential communications with the property owners' association's attorney
 - f. Matters involving the invasion of privacy of individual owners
 - g. Matters that are to remain confidential by request of the affected parties and agreement of the board.
2. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

C. LOCATION

1. Except for a meeting held by electronic or telephonic means, a Board meeting must be held in Bell County, a county in which all or part of the property in the subdivision is located, or in a county adjacent to that county.
2. A Board meeting may be held by electronic or telephonic means provided that:
 - a. Each Board member may hear and be heard by every other Board member;
 - b. Except for any portion of the meeting conducted in executive session:
 - i. All Owners in attendance at the meeting may hear all Board members; and
 - ii. Owners are allowed to listen using any electronic or telephonic communication method used or expected to be used by a board member to participate; and
 - iii. The notice of the meeting includes instructions for owners to access any communication method required.

D. RECORD/MINUTES

The Board shall keep a record of each regular or special board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a member for inspection and copying on the member's written request to the property owners' association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the board.

E. NOTICES

1. Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be:
 - a. mailed to each property owner not later than the 10th day or earlier than the 60th day before the date of the meeting; or
 - b. provided at least 144 hours (6 days) before the start of a regular Board meeting and at least 72 hours (3 days) before the start of a special board meeting by:
 - i. Posting the notice in a conspicuous manner reasonably designed to provide notice to property owners' association members in a place located on the association's common property or, with the property owner's consent, on other conspicuously located privately owned property within the subdivision; or on any Internet website available to association members that is maintained by the association or by a management company on behalf of the association; and
 - ii. Sending the notice by e-mail to each Owner who has registered an e-mail address with the association.

2. It is an Owner's duty to keep an updated e-mail address registered with the property owners' association.
3. If the Board recesses a regular or special board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this section.
4. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner set forth above within two hours after adjourning the meeting being continued.

F. MEETING WITHOUT PRIOR NOTICE

1. A Board may take action outside of a meeting, including voting by electronic or telephonic means, without prior notice to owners, if each Board member is given a reasonable opportunity to express the Board member's opinion to all other Board members and to vote.
2. Any action taken without notice to Owners must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting
3. The Board may not, unless done in an open meeting for which prior notice was given to Owners, consider or vote on:
 - a. Fines;
 - b. Damage assessments;
 - c. Initiation of foreclosure actions;
 - d. Initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
 - e. Increases in assessments;
 - f. Levying of special assessments;
 - g. Appeals from a denial of architectural control committee (ARC) approval;
 - h. A suspension of a right of a particular owner before the owner has an opportunity to attend a board meeting to present the owner's position, including any defense, on the issue;
 - i. Lending or borrowing money;
 - j. The adoption or amendment of a dedicatory instrument;
 - k. The approval of an annual budget or the approval of an amendment of an annual budget;
 - l. The sale or purchase of real property;
 - m. The filling of a vacancy on the Board;
 - n. The construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or
 - o. The election of an officer.

ARTICLE 4

NORTHCLIFFE HOMEOWNERS ASSOCIATION, INC. ASSESSMENT AND COLLECTION POLICY

The Board hereby adopts this Assessment and Collection Policy to establish policies and procedures for the collection of Assessment levied pursuant to the Declaration.

Terms used in this notice but not defined shall have the meaning subscribed to such term in the Declaration.

A. DUE DATE, DELIQUENCIES, LATE CHARGES, AND INTEREST

1. **Due Date:** An Owner is obligated and shall make payment of Assessments fully and in a timely manner. Regular Assessments are assessed annually and are due and payable on the first calendar day of February of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.
2. **Delinquency:** Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full-- including late fees, interest, and collection costs.
3. **Late Fees and Interest:** If the Association does not receive full payment of an Assessment by 5:00 p.m. of the due date established by the Board, the Association may levy a late fee of \$25 per month and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date (or if there is no such highest rate, then at the rate of 6% per annum) until paid in full.
4. **Liability for Collection Costs:** The delinquent Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.
5. **Insufficient Funds:** The Association may levy a charge of \$35 for any check returned to the Association marked "not sufficient funds" or the equivalent.
6. **Waiver:** Properly levied late fees, interest, and collection cost may only be waived by a majority of the Board.

B. PARTIAL AND CONDITIONED PAYMENT

The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be

deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment.

C. PAYMENT OF DELINQUENCIES

1. Form of Payment: The Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check, or certified funds.
2. Partial Payment of Delinquencies: The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.
3. Application of Payments: After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:
 - a. Delinquent assessments
 - b. Current assessments
 - c. Attorney fees and costs associated with delinquent assessments
 - d. Other attorney fees
 - e. Fines
 - f. Any other amount
4. Payment Plans: The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months and a maximum term of eighteen (18) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the previous two (2) years. If an Owner is in default under a payment plan at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in paragraph C.3.
5. Installments and Acceleration: If an Assessment, other than a Regular Assessment, is payable in installments and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

D. COLLECTION PROCEDURES

1. Delegation of Collection Procedures: From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector.

2. **Delinquency Notices:** If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of non-payment to the defaulting Owner, by certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.
3. **Verification of Owner Information:** The Association may obtain a title report to determine the name(s) of the Owner(s) and the identity of other lien-holders, including the mortgage company.
4. **Collection Agency:** The Board may employ or assign the debt to one or more collection agencies.
5. **Notification of Mortgage Lender:** The Association may notify the mortgage lender of the default obligations.
6. **Notification of Credit Bureau (Texas Property Code Sec 209.0065):**
 - a. Once the issue of delinquent fines, fees, or assessments is no longer a pending dispute between the Owner and the Association, the Association may report the defaulting Owner to one or more credit reporting services, only if:
 - i. at least 30 business days before reporting to a credit reporting service, the association sends, via certified mail, hand delivery, electronic delivery, or by other delivery means acceptable between the parties, a detailed report of all delinquent charges owed; and
 - ii. the Owner has been given the opportunity to enter into a payment plan.
 - b. The Association shall not charge a fee to the Owner for the reporting of the delinquent payment history of assessments, fines, and fees to one or more credit reporting services.
 - c. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service the Association shall report receipt of payment to the credit reporting service.
7. **Collection by Attorney:** If the Owner's account remains delinquent for a period of ninety (90) days, the manager of the Association or the Board of the Association may refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney will provide the following notices and take the following actions unless otherwise directed by the Board:
 - a. **Initial Notice:** Preparation of the Initial Notice of demand for Payment Letter (unless such notice has previously been provided by the Association). If the account is not paid in full within 30 days, then

- b. Lien Notice: Preparation of the Lien Notice of Demand for Payment Letter and record a Notice of Unpaid Assessment Lien. If the account is not paid in full within 30 days, then
 - c. Final Notice: Preparation of the Final Notice of Demand for Payment Letter and Intent to Foreclose and Notice of Intent to Foreclose to Lender. If the account is not paid in full within 30 days, then
 - d. Foreclosure of Lien: Only upon specific approval by a majority of the Board.
8. Notice of Lien: The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's home to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner, and may also be sent to the Owner's mortgage company.
- a. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and recording the release.
 - b. Cancellation of Debt: If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.
 - c. Suspension of Use of Certain Facilities or Services: The Board may suspend the use of the Common Area amenities by an Owner, or the Owner's tenant whose account with the Association is delinquent for at least thirty (30) days.

E. GENERAL PROVISIONS

- 1. Independent Judgment: Notwithstanding the content of this detailed policy, the officers, directors, manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.
- 2. Other Rights: This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Association's Restrictions and the laws of the State of Texas.
- 3. Limitations of Interest: The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Restrictions or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Assessments, or reimbursed to the Owner if those Assessments are paid in full.

4. Notices: Unless the Restrictions, applicable law, or this policy provide otherwise, any notice delivered to the Owner will be via certified mail through the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one resident is deemed notice to all residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.
5. Amendment of Policy: This Assessment and Collection Policy may be amended from time to time by the Board. The amended policy would become effective only after having been filed in the Bell County Official Public Records.

ARTICLE 5

NORTHCLIFFE HOMEOWNERS ASSOCIATION, INC. FINE AND ENFORCEMENT POLICY

The Board hereby adopts this Fine and Enforcement Policy to establish equitable policies and procedures for the levy of fines within the Association in compliance with the provisions of Chapter 209 of the Texas Property Code, entitled the "Texas Residential Property Owners Protection Act", as it may be amended (the "Act"). To the extent any provision within this policy is in conflict with the Act or any other applicable law, such provision shall be modified to comply with the applicable law.

Terms used in this notice but not defined shall have the meaning subscribed to such term in the Declaration.

A. POLICY AND OWNER'S LIABILITY

1. **Policy:** The Association uses fines to discourage violations of the Restrictions and to encourage compliance when a violation occurs, not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Restrictions. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation.
2. **Amount:** The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation and should be uniform for similar violations of the same provision of the Restrictions. If the Association allows fines to accumulate, the Association may establish a maximum amount for a particular fine, at which point the total fine will be capped.
3. **Owner's Liability:** An Owner is liable for fines levied by the Association for violations of the Restrictions by the Owner and the relatives, guests, employees, and agents of the Owner and residents regardless of who commits the violation. The Association may direct all communications regarding the violation to the Owner.

B. VIOLATION NOTICE

Before levying a fine, the Association will give the Owner a written violation notice by certified mail and an opportunity to be heard. This requirement may not be waived. The Association's written notice will contain the following items:

1. The date the violation notice is prepared or mailed.
2. A description of the violation.
3. A reference to the Restriction that is being violated.
4. A description of the action required to cure the violation.

5. The time frame in which the violation is required to be cured.
6. The amount of the fine.
7. A statement that not later than the thirtieth (30th) day after the date of the violation notice, the Owner may request a hearing before the Board to contest the violation.
8. The date the fine attached or begins accruing subject to the following:
 - a. **New Violation:** If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the notice will state a specific time frame by which the violation must be cured to avoid the fine. The notice must state that any future violation of the same Restriction may result in the levy of a fine.
 - b. **Repeat Violation:** In the case of a repeat of the same or similar violation of which the Owner was previously notified and the violation was cured within the preceding six (6) month time period, the notice will state that because the Owner was given notice and a reasonable opportunity to cure the same or similar violation but the violation has occurred again, the fine attaches from the date of the expiration of the cure period in the violation notice.
 - c. **Continuous Violation:** If an Owner has been notified of either a new violation or a repeat violation in the manner and for never cured the violation in response to either the notices or the fines, in its sole discretion, the Board may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board. The fine shall begin accruing upon the expiration of the cure period in the violation notice informing the Owner of the Board's decision and amount of fine and the Owner's failure and/or refusal to cure as requested.

C. SCHEDULE OF FINES

The Board has adopted a general schedule of fines. The number of notices set forth does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Restrictions. The Board may elect to pursue such additional remedies at any time in accordance with applicable law. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency and effect of the violation.

NEW VIOLATION

FINE AMOUNT

1st Notice	Warning Only
2nd Notice	\$ 50.00 per day
3rd Notice	\$100.00 per day
4th Notice	\$200.00 per day
Each Subsequent Notice	\$400.00 per day
<i>(Ten (10) day maximum per notice)</i>	

REPEAT VIOLATION

FINE AMOUNT

1st Notice	\$100.00 per day
2nd Notice	\$200.00 per day
3rd Notice	\$400.00 per day
4th Notice	\$800.00 per day
Each Subsequent Notice	\$1,600

(Ten (10) day maximum per notice)

D. APPEAL TO THE BOARD

1. An Owner may request in writing a hearing before the Board to discuss and verify facts and resolve the matter in issue before the Board. To request a hearing before the Board, the Owner must submit a written request to the Association's manager within thirty (30) days after the date of the violation notice.
2. The Board shall hold a hearing not later than the 30th day after the date the board receives the Owner's request for a hearing and shall notify the owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner attend. Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of a fine.
3. Supporting Information: Not later than 10 days before the Association holds a hearing before the Board, the Association shall provide to the Owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing. If the Association does not provide a packet within the period described, the Owner is entitled to an automatic 15-day postponement of the hearing.
4. Postponement: The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties.
5. Hearing Procedure:
 - a. The hearing will be a closed session of the Board. The Owner may attend in person, or may be represented by another person or written communications.
 - b. At the hearing, the Board will consider the facts and circumstances surrounding the violation.
 - c. The Owner or the Association may make an audio recording of the meeting. If an Owner intends to make an audio recording of the hearing, such Owner's request for hearing shall include a statement indicating the Owner's intent to make an audio recording of the hearing.
 - d. The Board will appoint a "Hearing Officer" to conduct the hearing—typically the Board President.

- e. **Hearing Officer's Introduction:** "The Board has convened for the purpose of hearing an appeal by *the Owner* from the penalties imposed by the Association for a violation(s) of the Restrictions. The hearing is being conducted as required by Section 209.007(a) of the Texas Property Code and is an opportunity for the appealing party to discuss, verify facts, and resolve that matter at issue. The Board would like to resolve the dispute at this hearing. However, the Board may elect to take the appeal under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated in writing within fifteen (15) days."
- f. **Presentations of Facts:** "Section 209.007(h) of the Texas Property Code requires that a member of the Board or the Association's designated representative shall first present the Association's case against the Owner. The Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute. This portion of the hearing is to permit the Association the opportunity to describe the violation and to present photographs or other material relevant to the violation, fines, or penalties. Following the Association's presentation, the Owner (or representative) will be given the opportunity to present photographs or other material relevant to the violation, fines, or penalties. The Board may ask questions during either party's presentation. It is requested that questions by the appealing party be held until the completion of the Association's presentation."
- g. **Discussion:** "The Board and the Owner now have the opportunity to discuss factual disputes relevant to the violation. Discussion regarding any fine or penalty is also appropriate. Discussion should be productive and designed to seek, if possible, an acceptable resolution of the dispute. The Hearing Officer or the Board retains the right to conclude the discussion at any time."
- h. **Resolution:** "The Board and the Owner now have the opportunity to discuss the final terms of the settlement if a resolution was agreed upon during the discussion period."
- i. **No Settlement:** If no settlement was agreed upon, the Board decide to enter into executive session to discuss the matter, may take the matter under advisement and adjourn the meeting.
- j. The Owner or the Association may use alternative dispute resolution services.

E. LEVY AND COLLECTION OF FINES

1. Within thirty (30) days after levying the fine, the Board must give the owner notice of the levied fine. If the fine is levied at the hearing at which the Owner is actually present, the notice requirement will be satisfied if the Board announces its decision to the owner at the hearing. Otherwise, the notice must be in writing. In addition to the initial levy notice, the Association will give the Owner periodic written notices of an accruing fine or the application of an Owner's payments to reduce the fine. The periodic notices may be in the form of monthly statements or delinquency notices.

2. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard. The Association may not foreclose its assessment lien on a debt consisting solely of fines. The Association may not charge interest or late fees for unpaid fines.

F. AMENDMENT OF POLICY

This Fine and Enforcement Policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy with the Bell County Official Public Records.

ARTICLE 6

NORTHCLIFFE HOMEOWNERS ASSOCIATION, INC. ARCHITECTURAL CONTROL COMMITTEE POLICY

The Board hereby adopts this Architectural Control Committee Policy to establish equitable policies and procedures for review of Owner requests for improvements, construction, landscaping, and alterations on land within the Community.

Terms used in this notice but not defined shall have the meaning subscribed to such term in the Declaration.

A. PURPOSE

The Architectural Control Committee (commonly referred to as the "ARC") purpose is to exercise their collective judgment to ensure that all improvements, construction, landscaping, and alterations on land within the Community conform to and harmonize with the existing and surrounding structures and that trees and environment are protected.

B. MEMBERSHIP

1. Appointment: The Board will appoint up to, but not more than, three (3) members to comprise the Architectural Control Committee. The Restrictive Covenants for Phase I specify that the ARC is composed of up to two (2) members. Accordingly, for ARC requests for properties within Phase I, the ARC Chairman shall designate one of the three members to serve in an advisory only capacity.
2. In accordance with Section 209.00505 of the Texas Property Code a person may not be appointed to the ARC if the person is:
 - a. A current board member;
 - b. A current Board member's spouse; or
 - c. A person residing in a current Board member's household.
3. The majority of the ARC may designate a representative to act for the Committee.

C. SUBMISSIONS TO THE ARC

1. As specified in the Restrictive Covenants, an Owner wishing to undertake any improvements, construction, or alterations to a lot within the Community may not do so without the approval of the ARC.
2. Requests for review of planned actions shall be submitted to the Association's manager by certified mail, hand delivery, or electronic delivery. Official evidence establishing that the request has been submitted and received shall appear on the acknowledgement correspondence issued by the Association's manager.
3. A complete application package shall include:

- a. A site plan showing property lines, easements, building lines (including decks, patios, all improvements), and a North arrow.
- b. Architectural and/or landscaping plans depicting, in detail, the planned action.
- c. Material samples (pictures are acceptable and preferred) of all exterior colors to be used.

D. ACTION BY THE ARC

1. The ARC will approve or disapprove all plans and requests within thirty (30) days of submission. In the event the ARC fails to take any action within thirty (30) days after the request has been submitted, as evidenced by acknowledgement correspondence, approval will be presumed.
2. The ARC has the authority to waive or modify any Restrictive Covenant if in their opinion the waiver/modification would not impair or detract from the high quality of the Community.
3. For Owner requests for property falling within the city limits of Temple (or any other permit-requiring entity) ARC approval is contingent upon the Owner filing the required permit application(s) with the City of Temple.
4. In accordance with Section 209.00505 of the Texas Property Code a decision by the ARC to deny a request by an Owner may be appealed to the Board. A written notice of denial must be provided to the Owner by certified mail, hand delivery, or electronic delivery. The notice must:
 - a. Describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and
 - b. Inform the Owner that the Owner may request a hearing before the Board on or before the 30th day after the date the notice was sent to the Owner.

E. APPEAL TO THE BOARD

1. An Owner may request in writing a hearing before the Board to discuss and verify facts and resolve the matter in issue before the Board. To request a hearing before the Board, the Owner must submit a written request to the Association's manager within thirty (30) days after the date of the denial notice.
2. The Board shall hold a hearing not later than the 30th day after the date the board receives the Owner's request for a hearing and shall notify the owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner attend.
3. Supporting Information: Not later than 10 days before the Association holds a hearing before the Board, the Association shall provide to the Owner a packet containing all documents, photographs, and communications relating to the matter the Association

intends to introduce at the hearing. If the Association does not provide a packet within the period described, the Owner is entitled to an automatic 15-day postponement of the hearing.

4. Postponement: The Board or the Owner may request a postponement, and, if requested, a postponement shall be granted for a period of not more than 10 days. Additional postponements may be granted by agreement of the parties.
5. Hearing Procedure:
 - a. The hearing will be a closed session of the Board. The Owner may attend in person, or may be represented by another person or written communications.
 - b. At the hearing, the Board will consider the facts and circumstances surrounding the ARC's denial of the Owner's request.
 - c. The Owner or the Association may make an audio recording of the meeting. If an Owner intends to make an audio recording of the hearing, such Owner's request for hearing shall include a statement indicating the Owner's intent to make an audio recording of the hearing.
 - d. The Board will appoint a "Hearing Officer" to conduct the hearing—typically the Board President.
 - e. Hearing Officer's Introduction: "The Board has convened for the purpose of hearing an appeal by *the Owner* of an ARC denial of the Owner's request to undertake improvements, construction, or alterations to a lot. The hearing is being conducted as required by Section 209.00505 of the Texas Property Code and is an opportunity for the appealing party to discuss, verify facts, and resolve the matter at issue. The Board would like to resolve the denial at this hearing. However, the Board may elect to take the appeal under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated in writing within fifteen (15) days."
 - f. Presentations of Facts: "A representative from the Architectural Control Committee shall first present the ARC's case for denial of the request. The Owner or the Owner's designated representative is entitled to present the Owner's information and issues relevant to the appeal or dispute. This portion of the hearing is to permit the Association the opportunity to describe the denial and to present photographs or other material relevant to the request and denial of that request. Following the Association's presentation, the Owner (or representative) will be given the opportunity to present photographs or other material relevant to the request. The Board may ask questions during either party's presentation. It is requested that questions by the appealing party be held until the completion of the Association's presentation."
 - g. Discussion: "The Board and the Owner now have the opportunity to discuss factual disputes relevant to the request/denial. Discussion regarding any required modifications to the request is also appropriate. Discussion should be productive

and designed to seek, if possible, an acceptable resolution. The Hearing Officer or the Board retains the right to conclude the discussion at any time."

- h. Resolution: "The Board may affirm, modify, or reverse, in whole or in part, any decision by the ARC as consistent with the Restrictive Covenants."
- i. Prior to arriving at a decision the Board may decide to enter into executive session to discuss the matter.

F. AMENDMENT OF POLICY

This Architectural Control Committee Policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy with the Bell County Official Public Records.

ARTICLE 7

NORTHCLIFFE HOMEOWNERS ASSOCIATION, INC. RECORDS RETENTION, INSPECTION, AND COPYING POLICY

The Board hereby adopts this Records Retention, Inspection, and Copying Policy.

Terms used in this notice but not defined shall have the meaning subscribed to such term in the Declaration.

A. RECORDS RETENTION

1. Retention of records "permanently" means records are not to be destroyed. A retention period begins on the last day of the calendar year in which the record is created and ends on the last day of the calendar year of the retention period. If the retention period for a record has elapsed and the record is to be destroyed, the record shall be shredded or otherwise safely and completely destroyed. Electronic records shall be destroyed to ensure that data cannot be reconstructed from the storage mechanism on which the record resides.
2. As set forth in Section 209.005 of the Texas Property Code, the Association shall retain records for at least the following time periods:
 - a. Permanent: The Articles of Incorporation or the Certificates of Formation, the Bylaws, the Declaration, any and all other governing documents, guidelines, rules, regulations, policies, and all amendments thereto recorded in the Bell County Official Public Records to be effective against any Owner/Member of the Association.
 - b. Four (4) Years: Contracts with a term of more than one (1) year between the Association and a third party. The four (4) year retention term begins upon expiration of the contract term.
 - c. Five (5) Years: Account records of each Owner. Account records include debit and credit entries associated with amounts due and payable by the Owner to the Association and written or electronic records related to the Owner and produced by the Association in the ordinary course of business.
 - d. Seven (7) Years: Minutes of all meetings of the Board and the Owners.
 - e. Seven (7) Years: Financial books and records produced in the ordinary course of business, tax returns, and audits of the Association.

B. RECORDS INSPECTION

1. As set forth in Section 209.005 of the Texas Property Code, the Association shall make the books and records of the Association, including financial records, open to and reasonably available for examination by an Owner, or a person designated in a writing signed by the Owner as the Owner's agent, attorney, or certified public accountant.

2. An attorney's files and records relating to the property owners' association, excluding invoices requested by an Owner, are not records of the association and are not subject to inspection by the Owner or production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. Production of a document that constitutes attorney work product or that is privileged as an attorney-client communication is not required.
3. An Owner or the Owner's authorized representative must submit a written request for access or information by certified mail, with sufficient detail describing the Association's books and records requested, to the mailing address of the Association or authorized representative as reflected on the most current management certificate filed in the Bell County Official Public Records. The request must contain an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records and:
 - a. If an inspection is requested, the Association, on or before the 10th business day after the date the Association receives the request, shall send written notice of dates during normal business hours that the Owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Association; or
 - b. If copies of identified books and records are requested, the Association shall, to the extent those books and records are in the possession, custody, or control of the association, produce the requested books and records for the requesting party on or before the 10th business day after the date the Association receives the request.
 - c. If the Association is unable to produce the books or records requested on or before the 10th business day after the date the Association receives the request, the Association must provide to the requestor written notice that:
 - i. Informs the requestor that the Association is unable to produce the information on or before the 10th business day after the date the Association received the request; and
 - ii. States a date by which the information will be sent or made available for inspection to the requesting party that is not later than the 15th business day after the date notice is given.
 - d. If an inspection is requested or required, the inspection shall take place at a mutually agreed on time during normal business hours, and the requesting party shall identify the books and records for the Association to copy and forward to the requesting party.

- e. The Association may produce books and records requested in hard copy, electronic, or other format reasonably available to the Association.
- f. At the discretion of the Board, certain records may only be inspected in the presence of a Board member or employee of the Association's manager.
- g. At the discretion of the Board, certain Association records may be kept confidential such as personnel files, Owner account or other personal information (except addresses), unless the Owner requesting the records provides a court order or written authorization from the person whose records are sought.
- h. No original records may be removed from the manager's office without the express written consent of the Board.

C. RECORDS COPYING

- 1. An Owner is entitled to obtain from the Association copies of information contained in the books and records.
- 2. The requesting Owner is responsible for costs related to the compilation, production, and reproduction of the requested information. The prescribed charges may include all reasonable costs of materials, labor, and overhead.
- 3. The Association adopts as policy by reference the provisions of Rule §70.3, Charges for Providing Copies of Public Information, found in Chapter 70, Part 3, Title I of the Texas Administrative Code.
- 4. In the amounts prescribed by the policy adopted, the Association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the Owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the Owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the 30th business day after the date the invoice is sent to the owner.

ARTICLE 8

NORTHCLIFFE HOMEOWNERS ASSOCIATION, INC. FENCE POLICY (CLARIFICATION OF RESTRICTIVE COVENANTS)

The Board hereby adopts this Fence Policy as a clarification of the restrictive covenants to establish consistent policies that are in keeping with the aesthetic of the Community.

Terms used in this notice but not defined shall have the meaning subscribed to such term in the Declaration.

A. CURRENT RESTRICTIVE COVENANTS

Three existing restrictive covenants govern the construction and placement of fences in the Community.

1. "No fence may be constructed or allowed to remain in front of the minimum building setback line and all fences behind the minimum building setback will have maximum height of six feet (6'). All front fences facing a street must be constructed of wood or masonry material."
 - a. The restrictive covenants for Phase III simply state that, "No fence shall be constructed unless a variance is granted by the Architectural Control Committee."
 - b. The restrictive covenants for Phases IV and VI do not contain the maximum height and minimum setback requirements.
2. "No fence, wall, hedge or shrub planting which obstructs site lines at elevations between two (2) and six (6) feet above the roadway will be placed or permitted to remain on any corner Lot within the triangular area formed by the street lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines..."
 - a. The restrictive covenants for Phases IV, V, and VI do not contain this restriction as the Phases have no corner lots.
 - b. The restrictive covenants for Phase III do not contain this restriction but it does have corner lots at 1007 Crescent Drive and 1002 Prentiss Road.
3. "No improvements may be erected, placed or altered on any Lot...unless complete plans, specifications, and lot plans therefor...have been submitted to and approved in writing by the Architectural Control Committee..."

B. BACKGROUND

1. The original intent of the restrictive covenant to limit front fences to wood or masonry construction was to provide for the privacy of the homeowner and to screen unsightly conditions that may exist in the side and/or rear yards from view from a street within the subdivision.

2. The restrictive covenant limiting front fences to wood or masonry construction also effectively precluded the installation of chain link, chicken wire, or similar galvanized steel fences or gates. The aesthetic of the subdivision is such that these type of fences are more suitable for a ranch environment than a high quality subdivision.
3. The restrictive covenant requiring fences to be behind the minimum building setback is consistent with what the governing entities permit to be placed within that minimum building setback.
4. The restrictive covenant setting a maximum fence height of six (6) feet for all fences established a consistent standard throughout the subdivision. Variances to this requirement have been approved by the Architectural Control Committee over the years, primarily for lots that abut properties not within the subdivision.
5. As black wrought iron style fences became more affordable and available, many requests to install this style of fence have been approved as a variance by the Architectural Control Committee as they "would not impair or detract from the high quality of this subdivision" as long as privacy and screening of unsightly yards was not an issue.

C. FENCE POLICY

The Fence Policy as a clarification of the restrictive covenants applicable to all Phases of the Northcliffe subdivision is as follows:

1. No fence may be constructed or allowed to remain in front of the minimum building setback line.
2. All fences facing a street within the subdivision must be constructed of wood, masonry material, or where there are no privacy or screening issues present, black wrought iron-style metal.
3. The maximum height for all fences, except those separating the lot from a lot not within the subdivision, is six (6) feet. The maximum height for a fence separating the lot from a lot not within the subdivision is eight (8) feet.
4. Chain link, chicken wire, galvanized steel or similar materials are prohibited for any fence or gate facing any street within the subdivision. Galvanized steel posts for wood fences are permitted even if facing a street within the subdivision.
5. No fence which obstructs site lines at elevations between two (2) and six (6) feet above the roadway will be placed or permitted to remain on any corner Lot within the triangular area formed by the street lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines.
6. No fence may be erected, placed or altered on any Lot unless complete plans, specifications, and lot plans therefor have been submitted to and approved in writing by the Architectural Control Committee (ARC). For lots falling within the city limits of Temple (or any other permit-requiring entity), ARC approval is contingent upon the

Owner filing the required permit application(s) with the City of Temple (or the permit-requiring entity).

7. Fences shall be maintained properly and deteriorated, broken, or missing fence slats/pickets or posts shall be replaced.

D. AMENDMENT OF POLICY

This Fence Policy as a clarification of the restrictive covenants may be amended from time to time by the Board. The amended policy would become effective only after having been filed in the Bell County Official Public Records.

ARTICLE 9

NORTHCLIFFE HOMEOWNERS ASSOCIATION, INC. PARKING POLICY (CLARIFICATION OF RESTRICTIVE COVENANTS)

The Board hereby adopts this Parking Policy as a clarification of the restrictive covenants to establish consistent policies that are in keeping with the aesthetic of the Community.

Terms used in this notice but not defined shall have the meaning subscribed to such term in the Declaration.

A. CURRENT RESTRICTIVE COVENANTS

Three existing restrictive covenants govern parking of vehicles in the Community.

1. "Driveway and parking pad material shall be of concrete, concrete aggregate, asphalt, or brick materials. Driveways shall be constructed such that there is no impedance of the flow of drainage runoff within the dedicated right-of-way. Driveways utilizing culverts shall not be permitted unless approved prior to construction by the Architectural Control Committee or its Engineer."
 - a. The restrictive covenants for Phases I and II do not contain the drainage runoff and culvert phrasing.
 - b. The restrictive covenants for Phases V, VII, VIII, and IX/X do not contain the culvert phrasing.
2. "No lot, street, or alley of this subdivision shall be used for the parking or storage, temporary or otherwise, of any abandoned or inoperable vehicle, trailer or boat, or any part thereof."
3. "No vehicle with tonnage in excess of three fourth (3/4) ton, camper, trailer, mobile home, motor home or boat shall be permitted to park overnight or for extended periods during the day in, on or about the streets of said subdivision or park in, on or about the front or side yards of any lot therein. No boat, camper, trailer, or any other vehicle shall be parked for storage in the driveway or yard in front of the respective house. Any storage of such vehicles shall be in a garage or other approved facility which in the opinion of the Architectural Control Committee will not cause an unsightly condition."

B. BACKGROUND

1. The intent of the restrictive covenant requiring driveways and parking pads to be constructed of concrete, concrete aggregate, asphalt, or brick materials recognizes and adheres to national and local standards that restrict parking of vehicles to impermeable surfaces to preclude seepage of petroleum products from the vehicle into the soil or groundwater. A parking pad is an open area of land, other than a driveway, that is used for the parking of motor vehicles.

2. The City of Temple prohibits parking, or allowing others to park vehicles in the yard, grass, or on any other unimproved parking surface or portion of a property, unless screened from public view.
3. The intent of the restrictive covenants regarding drainage runoff and culverts recognizes that the primary path for roadway runoff (some driveway runoff) is through the "drainage structures" within the right-of-way of those roadways. The "drainage structures" primarily consist of shallow "ditches" within the right-of-way.
4. The Texas Transportation Code definition of junked vehicles adds fidelity to the restrictive covenant prohibiting abandoned or inoperable vehicles. The City of Temple adds the intent for restricting such vehicles.
 - a. Texas Transportation Code Chapter 683, Subchapter E defines a "junked vehicle" as a vehicle that is self-propelled; and is wrecked, dismantled or partially dismantled, or discarded; or is inoperable and has remained inoperable for more than thirty (30) consecutive days. A motor vehicle that displays an expired license plate or does not display a license plate is also categorized as a "junked vehicle."
 - b. The City of Temple considers a junked vehicle, including part of a junked vehicle, that is visible from a public place or public right-of-way as detrimental to the safety and welfare of the public; tends to reduce the value of private property; invites vandalism; creates a fire hazard; and, is an attractive nuisance creating a hazard to the health and safety of minors.
5. The intent of the restrictive covenant for vehicles in excess of three fourth (3/4) ton is to preclude the habitual parking of large commercial-type vehicles within the subdivision.
6. The roadways within the subdivision are typically twenty-two (22) feet wide within a right-of-way of fifty (50) feet. These very narrow roadways present significant safety challenges within a fairly congested neighborhood. The safety challenges are acute for emergency and large delivery vehicles, particularly when vehicles are parked along the roadway. Vehicles parked along the roadway also present a significant impediment to other vehicular and pedestrian traffic.
7. The primary habitual resident "parking place" for vehicles in the subdivision is the driveway.
8. The majority of Phase X(IX) of the Northcliffe subdivision falls within the city limits of Temple.

C. PARKING POLICY

The Parking Policy is a clarification of the restrictive covenants applicable to all Phases of the Northcliffe subdivision is as follows:

1. Driveway and parking pad material shall be of concrete, concrete aggregate, asphalt, or brick materials constructed in such a manner as to create an impermeable surface. Driveways shall be constructed such that there is no impedance of the flow of drainage

runoff within the dedicated right-of-way. Driveways utilizing culverts shall not be permitted unless approved prior to construction by the Architectural Control Committee.

2. Motor vehicle parking is prohibited on any permeable surface.
3. No lot, street, or alley of this subdivision shall be used for the parking or storage, temporary or otherwise, of any abandoned or inoperable vehicle, trailer or boat, or any part thereof. Abandoned/inoperable vehicle means a junked vehicle as defined in the Texas Transportation Code Chapter 683, Subchapter E.
4. No vehicle with tonnage in excess of three fourth (3/4) ton, camper, trailer, mobile home, motor home or boat shall be permitted to park overnight or for extended periods during the day in, on or about the streets of said subdivision or park in, on or about the front or side yards of any lot therein. No boat, camper, trailer, or any other vehicle shall be parked for storage in the driveway or yard in front of the respective house. Any storage of such vehicles shall be in a garage or other approved facility which in the opinion of the Architectural Control Committee will not cause an unsightly condition.
5. Habitual parking of motor vehicles on the streets of the subdivision is strongly discouraged. On street parking of delivery vehicles, service vehicles, or by short term guests should be limited in duration and with minimum effect on traffic flow.

D. AMENDMENT OF POLICY

This Parking Policy as a clarification of the restrictive covenants may be amended from time to time by the Board. The amended policy would become effective only after having been filed in the Bell County Official Public Records.

ARTICLE 10

NORTHCLIFFE HOMEOWNERS ASSOCIATION, INC. LAWN AND LANDSCAPING MAINTENANCE POLICY (CLARIFICATION OF THE RESTRICTIVE COVENANTS)

The Board hereby adopts this Lawn and Landscaping Maintenance Policy as a clarification of the restrictive covenants to establish consistent policies that are in keeping with the aesthetic of the Community.

Terms used in this notice but not defined shall have the meaning subscribed to such term in the Declaration.

A. CLARIFYING THE RESTRICTIVE COVENANTS REQUIREMENTS

1. The restrictive covenants for all Phases of the Community require that "Owners or occupants of all Lots at all times shall keep weeds and grass thereon cut in a sanitary healthful, and attractive manner."
2. A broader and more descriptive definition of "sanitary, healthful, and attractive" is encompassed in the City of Temple ordinance which defines the opposite condition as "objectionable, unsightly, or unsanitary." The ordinance definition:

"Includes all uncultivated vegetable growth, objects, items, and matters which are liable to produce or tend to produce an unhealthy, unwholesome, or unsanitary condition on the premises where the same is situated, or which tends to cause discomfort to the senses of persons of ordinary sensibilities in the vicinity, or which tends to lead to the blight of neighborhoods, or depreciate the community in which the property is situated."

B. LAWN AND LANDSCAPING MAINTENANCE POLICY

1. Definitions:
 - a. Yards: all lawns, landscaping (shrubbery, bushes, flowers, gardens, trees, or rock), or other foliage on the lot.
 - b. Maintain: perform activities such as, but not limited to: (1) mowing, fertilizing, and trimming the yard; (2) controlling pests and weeds in the yard; and (3) removing debris from the yard.
 - c. Bounded planting bed: area of the yard delineated from the lawn (grass-covered) by a border such as: (1) a driveway or sidewalk; (2) metal, plastic, rubber, or wood landscape edging; (3) masonry or stone landscape edging; or (4) natural landscape edging.
 - d. Healthy condition: alive and thriving appearance.
2. To meet the covenant requirements to maintain lots/yards in a "sanitary, healthful, and attractive" condition and to avoid a condition that is "objectionable, unsightly, or unsanitary," Owners and occupants shall maintain the lawn and landscaping in keeping with the following standard:

- a. Unfenced yards not including bounded planting beds shall be a fully grass-covered lawn, free of patches of bare soil.
 - b. Lawns shall be maintained at a reasonable height.
 - c. Lawns shall be trimmed/edged where they abut to driveways, sidewalks, and masonry mailboxes.
 - d. Lawns and bounded planting beds shall be maintained to limit weed and invasive growth.
 - e. Lawns and bounded planting beds shall be maintained in a healthy condition:
 - i. Vegetation shall be watered sufficiently through natural rainfall, hand emplaced sprinklers, or irrigation systems to remain healthy. Artificial watering requirements shall be consistent with published water conservation stages.
 - ii. Dead vegetation, to include trees shall be removed.
 - f. Lawns and landscaping shall not encroach upon roadways.
 - i. Lawns shall be trimmed/edged so as to not encroach on the roadway.
 - ii. Trees and other landscaping shall be removed or trimmed if it presents an unsafe impediment to vehicular or pedestrian traffic, defined as overhanging the roadway between the roadway and thirteen and a half (13.5) feet above the roadway.
 - iii. Grass clippings and other lawn/landscaping debris shall be removed from the roadway.
 - g. Lawns and landscaping shall be maintained such that there is no impedance of the flow of drainage runoff within the dedicated right-of-way.
3. Because of safety concern with vehicular traffic and concerns for the long-term health and integrity of the roadway:
- a. New or replanted trees shall not be installed within the roadway right-of-way (typically the portion of the front yard between the water meter and the roadway).
 - b. New or replanted bushes or other landscaping shall not be installed within the roadway right-of-way.
 - c. Modifications to existing trees and landscaping within the roadway right-of-way shall adhere to the requirements above for new or replanted trees, bushes, or other landscaping.

C. AMENDMENT OF POLICY

This Lawn and Landscaping Maintenance Policy may be amended from time to time by the Board. The amended policy would become effective only after having been filed in the Bell County Official Public Records.

ARTICLE 11

NORTHCLIFFE HOMEOWNERS ASSOCIATION, INC. WATER CONSERVATION MEASURES POLICY

The Board hereby adopts this Water Conservation Measures Policy to establish policies that are not reflected in the restrictive covenants that are consistent with the Texas Property Code.

Terms used in this notice but not defined shall have the meaning subscribed to such term in the Declaration.

A. TEXAS PROPERTY CODE RESTRICTIONS

Section 202.007 of the Texas Property Code precludes the Association from adopting in a dedicatory instrument or enforcing any provision that prohibits or restricts a property Owner from:

1. Implementing measures promoting solid-waste composting of vegetation, including grass clippings, leaves, or brush, or leaving grass clippings uncollected on grass;
2. Installing rain barrels or a rainwater harvesting system;
3. Implementing efficient irrigation systems, including underground drip or other drip systems; or
4. Using drought-resistant landscaping or water-conserving natural turf.

B. WATER CONSERVATION MEASURES POLICY

Section 202.007 of the Texas Property Code permits the Association to adopt and enforce the provisions below which constitute the Association's Water Conservation Measures Policy. Installation of a water conservation measures requires Architectural Control Committee approval prior to installation as reflected in the Association's restrictive covenants and the Architectural Control Committee Policy and upon approval must meet the restrictions below.

1. Composting:
 - a. Any composting device implemented to promote solid-waste composting of vegetation, including grass clippings, leaves, or brush, shall be installed within a fenced yard and shall not be visible from adjacent roadways or properties.
 - b. Leaving grass clippings uncollected on grass as a composting measure shall be permitted.
2. Rainwater Harvesting Systems:
 - a. Rain barrels and/or rainwater harvesting systems shall not be installed between the front of the Owner's home and an adjoining or adjacent roadway.

- b. Rain barrels and/or rainwater harvesting systems shall be installed within a fenced yard and shall not be visible from adjacent roadways or properties unless:
 - i. The rainwater harvesting system consists of individual barrels; and
 - ii. The rain barrels are of a maximum capacity of seventy-five (75) gallons; and
 - iii. The rain barrels are of a color consistent with the color scheme of the Owner's home; and
 - iv. There are no more than three (3) rain barrels on a side of the Owner's home; and
 - v. The rain barrels do not display language or other content that is not typically displayed by such a barrel as it is manufactured.
- c. Irrigation systems:
 - i. Efficient underground irrigation systems shall be permitted throughout an Owner's property.
 - ii. Efficient irrigation systems, including drip systems not installed underground shall be limited to landscaping beds.
- d. Drought-resistant/drought tolerant Landscaping (xeriscaping):
 - i. Shall be aesthetically compatible (to include long term) with other landscaping in the Community.
 - ii. Shall be confined to a bounded planting bed.
 - iii. Shall not result in damage or cause deterioration of the turf or landscaping of an adjacent property.
 - iv. Shall not attract diseases and insects that are harmful to existing landscaping of an adjacent property.
 - v. Shall not be installed in the roadway right-of way (typically the portion of the front yard between the water meter and the roadway) if the plantings will grow above bumper height on a typical automobile. (Safety concern)
 - vi. Shall be limited in composition of gravel, rocks, and/or cacti to twenty-five (25) percent in aggregate of the unfenced yard.

C. AMENDMENT OF POLICY

This Water Conservation Measures Policy may be amended from time to time by the Board. The amended policy would become effective only after having been filed in the Bell County Official Public Records.

ARTICLE 12

NORTHCLIFFE HOMEOWNERS ASSOCIATION, INC. SHORT TERM RENTAL POLICY

The Board hereby adopts this Short Term Rental Policy to establish policies that are consistent with the Texas Property Code that are not reflected in the restrictive covenants.

Terms used in this notice but not defined shall have the meaning subscribed to such term in the Declaration.

A. TEXAS PROPERTY CODE RESTRICTIONS

Section 209.016 of the Texas Property Code precludes the Association from adopting in a dedicatory instrument or enforcing any provision that requires a lease or rental applicant or a tenant to be submitted to and approved for tenancy by the Association; or requires the following information to be submitted to the Association regarding a lease or rental applicant or current tenant:

1. A consumer or credit report; or
2. A lease or rental application submitted by the applicant, tenant, or that person's agent to the property owner or property owner's agent when applying for tenancy.

B. SHORT TERM RENTAL POLICY

1. Short term lease or rental of a property within the Community shall mean a lease or rental having an occupancy period less than six months.
2. A property owner within the Community entering into a short term lease or rental of a property within the Community shall provide notice to the lease or rental applicant that the applicant and each person who will reside on the property must conform to the single family residency restrictions specified in the Northcliffe HOA covenants and any applicable City of Temple zoning restrictions.
3. Section 209.016 of the Texas Property Code permits the Association to adopt and enforce the provision below which constitute the Association's Short Term Rental Policy.
4. The Owner or the Owner's agent shall submit, in advance, the following to the Association regarding a lease or rental applicant:
 - a. Contact information, including the name, mailing address, phone number, and e-mail address of each person who will reside at the property during the term of the lease or rental; and
 - b. The commencement date and the term of the lease or rental; and
 - c. Certification by the property owner that the lease or rental applicant will comply with all applicable single family residency restrictions.

C. AMENDMENT OF POLICY

This Short Term Rental Policy may be amended from time to time by the Board. The amended policy would become effective only after having been filed in the Bell County Official Public Records.

ARTICLE 13

NORTHCLIFFE HOMEOWNERS ASSOCIATION, INC. FLAG DISPLAY POLICY

The Board hereby adopts this Flag Display Policy to establish policies that are not reflected in the restrictive covenants that are consistent with the Texas Property Code.

Terms used in this notice but not defined shall have the meaning subscribed to such term in the Declaration.

A. TEXAS PROPERTY CODE RESTRICTIONS

Section 202.012 of the Texas Property Code precludes the Association from adopting in a dedicatory instrument or enforcing any provision that prohibits, restricts, or has the effect of prohibiting or restricting an Owner from the display of the flag of the United States of America; the flag of the State of Texas; or an official or replica flag of any branch of the United States armed forces.

B. FLAG POLICY

Section 202.012 of the Texas Property Code permits the Association to adopt and enforce the provisions below which constitute the Association's Flag Policy.

1. The flag of the United States shall be displayed in accordance with 4 U.S.C. Sections 5-10.
2. The flag of the State of Texas shall be displayed in accordance with Chapter 3100, Government Code.
3. Additional flags that may be displayed are:
 - a. An official or replica flag of any branch of the United States armed forces.
 - b. A flag with the official insignia of a college or university.
 - c. A flag with the official logo of a professional sports franchise.
 - d. A flag demonstrating support for local first responders.
 - e. A seasonal flag.
4. Flagpoles no longer than five (5) feet in length may be attached to the dwelling or to the fence of the residence. Such flagpoles shall be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole, and harmonious with the dwelling. Such flagpoles shall be limited to three (3) per residence.
5. A freestanding flagpole may be installed on the property that is no more than twenty (20) feet in height.

- a. A freestanding flagpole requires approval through the Architectural Control Committee process. The request shall specify the location at which the flagpole will be installed, the type of flagpole, the dimensions of the flagpole, the proposed materials of the flagpole, and details on how the flagpole will be installed.
 - b. Such flagpole shall be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole, and harmonious with the dwelling.
 - c. The location and construction of the flagpole shall comply with applicable zoning ordinances, easements, and setbacks of record. Freestanding flagpoles shall not be installed in the roadway right-of-way (typically the portion of the front yard between the water meter and the roadway).
6. Displayed flags shall be limited to no more than three (3) feet in height by five (5) feet in width with the exception of the flag of the United States displayed on a freestanding flagpole which shall be limited to no more than four (4) feet in height by six (6) feet in width, provided that the larger size is compatible with the size of the freestanding flagpole.
 7. A displayed flag and the flagpole on which it is flown shall be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole shall be repaired, replaced, or removed.
 8. Any flag may illuminated by no more than one light which shall not be aimed towards or directly affect any neighboring property.
 9. Any external halyard of a flagpole shall be secured so as to reduce or eliminate noise from the halyard flapping against the flagpole.

C. AMENDMENT OF POLICY

This Flag Display may be amended from time to time by the Board. The amended policy would become effective only after having been filed in the Bell County Official Public Records.

ARTICLE 14

NORTHCLIFFE HOMEOWNERS ASSOCIATION, INC. SOLAR ENERGY DEVICE POLICY

The Board hereby adopts this Solar Energy Device Policy to establish policies that are not reflected in the restrictive covenants that are consistent with the Texas Property Code.

Terms used in this notice but not defined shall have the meaning subscribed to such term in the Declaration.

A. TEXAS PROPERTY CODE RESTRICTIONS

Section 202.010 of the Texas Property Code precludes the Association from adopting in a dedicatory instrument or enforcing any provision that prohibits or restricts a property owner from installing a solar energy device as defined in Section 171.107 of the Texas Tax Code.

B. STANDBY ELECTRIC GENERATOR POLICY

1. Section 202.010 of the Texas Property Code permits the Association to adopt and enforce the provisions below which constitute the Association's Solar Energy Device Policy.
2. Installation of a solar energy device requires Architectural Control Committee approval prior to installation as reflected in the Association's restrictive covenants and the Architectural Control Committee Policy and upon approval must meet the restrictions below.
3. A solar energy device shall:
 - a. Only be installed on the roof of the home or the detached garage or in a fenced yard or patio owned and maintained by the Owner.
 - b. Not extend higher than or beyond the roofline if mounted to the roof of the home or the detached garage.
 - c. Conform to the slope of the roof and have a top edge that is parallel to the roofline if mounted to the roof of the home or the detached garage.
 - d. Have a frame, a support bracket, and visible piping or wiring that is in a silver, bronze, or black tone commonly available in the marketplace if mounted to the roof of the home or the detached garage.
 - e. Not be taller than the fence if located in a fenced yard or patio.

C. AMENDMENT OF POLICY

This Solar Energy Device Policy may be amended from time to time by the Board. The amended policy would become effective only after having been filed in the Bell County Official Public Records.

ARTICLE 15

NORTHCLIFFE HOMEOWNERS ASSOCIATION, INC. STANDBY ELECTRIC GENERATOR POLICY

The Board hereby adopts this Standby Electric Generator Policy to establish policies that are not reflected in the restrictive covenants that are consistent with the Texas Property Code.

Terms used in this notice but not defined shall have the meaning subscribed to such term in the Declaration.

A. TEXAS PROPERTY CODE RESTRICTIONS

Section 202.019 of the Texas Property Code precludes the Association from adopting in a dedicatory instrument or enforcing any provision that prohibits, restricts, or has the effect of prohibiting or restricting an Owner from owning, operating, installing, or maintaining a permanently installed standby electric generator.

B. DEFINITION OF A STANDBY ELECTRIC GENERATOR

"Standby electric generator" means a device that converts mechanical energy to electrical energy and is:

1. Powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen;
2. Fully enclosed in an integral manufacturer-supplied sound attenuating enclosure;
3. Connected to the main electrical panel of a residence by a manual or automatic transfer switch; and
4. Rated for a generating capacity of not less than seven kilowatts.

C. STANDBY ELECTRIC GENERATOR POLICY

1. Section 202.019 of the Texas Property Code permits the Association to adopt and enforce the provisions below which constitute the Association's Standby Electric Generator Policy.
2. Installation of a standby electric generator requires Architectural Control Committee approval prior to installation as reflected in the Association's restrictive covenants and the Architectural Control Committee Policy and upon approval must meet the restrictions below.
3. A standby electric generator shall be installed only in a side or rear yard.
4. A non-integral standby electric generator fuel tank shall be installed only in a side or rear yard.

5. A standby electric generator and its non-integral fuel tank shall be screened if visible from a roadway within the Community.
6. A standby electric generator shall be installed and maintained in compliance with the manufacturer's specifications and applicable governmental health, safety, electrical, and building codes.
7. All electrical, plumbing, and fuel line connections shall be installed only by licensed contractors.
8. All electrical connections shall be installed in accordance with applicable governmental health, safety, electrical, and building codes.
9. All natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections shall be installed in accordance with applicable governmental health, safety, electrical, and building codes.
10. All liquefied petroleum gas fuel line connections shall be installed in accordance with rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.
11. Non-integral standby electric generator fuel tanks shall be installed and maintained to comply with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.
12. The standby electric generator and its electrical lines and fuel lines shall be maintained in good condition.
13. Any deteriorated or unsafe component of a standby electric generator, including electrical or fuel lines shall be repaired, replaced, or removed.
14. A standby electric generator shall not be used to generate all or substantially all of the electrical power to a residence, except when utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.

C. AMENDMENT OF POLICY

This Standby Electric Generator Policy may be amended from time to time by the Board. The amended policy would become effective only after having been filed in the Bell County Official Public Records.

ARTICLE 16

NORTHCLIFFE HOMEOWNERS ASSOCIATION, INC. DISPLAY OF CERTAIN RELIGIOUS ITEMS POLICY

The Board hereby adopts this Display of Certain Religious Items Policy to establish policies that are not reflected in the restrictive covenants that are consistent with the Texas Property Code.

Terms used in this notice but not defined shall have the meaning subscribed to such term in the Declaration.

A. TEXAS PROPERTY CODE RESTRICTIONS

Section 202.018 of the Texas Property Code precludes the Association from adopting in a dedicatory instrument or enforcing any provision that prohibits a property Owner or resident from displaying or affixing on the Owner's or resident's property or dwelling one or more religious items the display of which is motivated by the Owner's or resident's sincere religious belief.

B. DISPLAY OF CERTAIN RELIGIOUS ITEMS

1. Section 202.018 of the Texas Property Code permits the Association to adopt and enforce the provisions below which constitute the Association's Display of Certain Religious Items Policy.
2. Displaying or affixing a religious item on the Owner's or resident's property shall be prohibited that:
 - a. Threatens the public health or safety.
 - b. Violates a law other than a law prohibiting the display of religious speech.
 - c. Contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content.
 - d. Violates any applicable building line, right-of-way, setback, or easement.
 - e. Is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.

C. AMENDMENT OF POLICY

This Display of Certain Religious Items Policy may be amended from time to time by the Board. The amended policy would become effective only after having been filed in the Bell County Official Public Records.

ARTICLE 17

NORTHCLIFFE HOMEOWNERS ASSOCIATION, INC. POLITICAL SIGN POLICY

The Board hereby adopts this Political Sign Policy to establish policies that are not reflected in the restrictive covenants that are consistent with the Texas Election Code.

Terms used in this notice but not defined shall have the meaning subscribed to such term in the Declaration.

A. TEXAS ELECTION CODE RESTRICTIONS

Section 259.002 of the Texas Election Code precludes the Association from adopting in a dedicatory instrument or enforcing any provision that prohibits a property owner from displaying on the Owner's property one or more signs advertising a candidate or measure for an election.

B. POLITICAL SIGN POLICY

Section 259.002 of the Texas Election Code permits the Association to adopt and enforce the provisions below which constitute the Association's Political Signs Policy.

1. Display of political signs, in compliance with this policy, is an adopted variance from the restrictive covenants limiting signs to advertising the property for sale or rent, or a builder's sign advertising construction on the lot.
2. Any political sign displayed on an Owner's property shall conform to the restrictive covenants in terms of size, specifically the sign shall be no more than four (4) square feet in area.
3. Display of political signs shall be limited to between ninety (90) days before and ten (10) days after the date of the election to which the sign relates.
4. Display of political signs shall be limited to only one sign for each candidate or measure.
5. Display of political signs shall:
 - a. Be limited to ground-mounted signs.
 - b. Not contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component.
 - c. Not be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object.
 - d. Not include the painting of architectural surfaces.

- e. Not threaten the public health or safety.
- f. Not violate a law.
- g. Not contain language, graphics, or any display that would be offensive to the ordinary person.
- h. Not be accompanied by music or other sounds or by streamers or is otherwise distracting to motorists.

C. AMENDMENT OF POLICY

This Political Sign Display may be amended from time to time by the Board. The amended policy would become effective only after having been filed in the Bell County Official Public Records.



Bell County
Shelley Coston
County Clerk
Belton, Texas 76513

Instrument Number: 2023031362

As
POLICY

Recorded On: July 17, 2023

Parties: NORTHCLIFFE HOMEOWNERS ASSOCIATION INC

To NORTHCLIFFE

Comment:

Billable Pages: 50

Number of Pages: 51

(Parties listed above are for Clerks' reference only)

**** Examined and Charged as Follows ****

CLERKS RMF:	\$5.00
COURT HOUSE SECURITY:	\$1.00
RECORDING:	\$201.00

Total Fees: \$207.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information

Instrument Number: 2023031362

Receipt Number: 355503

Recorded Date/Time: 07/17/2023 8:54:44 AM

User / Station: fosterk - BCCCD0735

Record and Return To:

NORTHCLIFFE HOMEOWNERS ASSOCIATION INC

2400 SOUTH 57TH STREET

TEMPLE, TX 76504



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly
recorded in the Real Property Records in Bell County, Texas

Shelley Coston
Bell County Clerk